

**AMENDMENT  
TO  
INTERCONNECTION AGREEMENT  
UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

between one or more of

Illinois Bell Telephone Company d/b/a SBC Illinois,  
Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana  
Michigan Bell Telephone Company d/b/a SBC Michigan,  
Nevada Bell Telephone Company d/b/a SBC Nevada,  
The Ohio Bell Telephone Company d/b/a SBC Ohio,  
Pacific Bell Telephone Company d/b/a SBC Pacific,  
The Southern New England Telephone Company d/b/a SBC SNET  
Southwestern Bell Telephone, L.P., d/b/a SBC Oklahoma, SBC Missouri, SBC Kansas, SBC Arkansas and  
SBC Texas,  
Wisconsin Bell, Inc. d/b/a SBC Wisconsin

and

**Level 3 Communications, LLC**

The Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a SBC Illinois; Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana; Michigan Bell Telephone Company d/b/a SBC Michigan; Nevada Bell Telephone Company d/b/a SBC Nevada; The Ohio Bell Telephone Company d/b/a SBC Ohio; Pacific Bell Telephone Company d/b/a SBC Pacific, The Southern New England Telephone Company d/b/a SBC SNET; Southwestern Bell Telephone, L.P., d/b/a SBC Oklahoma, SBC Missouri, SBC Kansas, SBC Arkansas and SBC Texas; Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC") and Level 3 Communications, LLC ("CLEC") ("Agreement") is hereby amended as follows:

I. Section 5.7 of the General Terms and Conditions of the Agreement is replaced in its entirety with the following language:

- 5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which **SBC-13STATE** received CLEC's Section 252(a)(1) request, unless negotiations are in progress or arbitration has been demanded provided, however, when a successor agreement becomes effective, the rates and charges of such successor agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retroactive true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement. In the event a successor agreement is not established via negotiation or arbitration ten (10) months after the date on which **SBC-13STATE** received CLEC's Section 252(a)(1) request, the Parties agree to continue to operate under the rates, terms and conditions of this Agreement until such successor agreement is established; provided, however, that the rates and charges of such successor agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retroactive true-up shall be completed within ninety (90) calendar days following the effective date of such successor Agreement. Notwithstanding the foregoing, if the Parties have executed an "Amendment Superseding Certain Compensation, Interconnection, and Trunking

Provisions" and/or a "Second Amendment Superseding Certain Compensation, Interconnection, and Trunking Provisions," this Amendment is not intended nor shall it be construed as modifying or superseding the rates, terms and conditions of the "Amendment Superseding Certain Compensation, Interconnection, and Trunking Provisions" and/or a "Second Amendment Superseding Certain Compensation, Interconnection, and Trunking Provisions, and accordingly any true-up requirement as a result of the expiration of the Agreement as set forth in this Amendment shall not apply to the rates and charges applicable pursuant to the "Amendment Superseding Certain Compensation, Interconnection, and Trunking Provisions" and/or a "Second Amendment Superseding Certain Compensation, Interconnection, and Trunking Provisions", each of which shall be subject only to its own terms and conditions as to whether a true up may be warranted.

## II. RESERVATION OF RIGHTS

- 2.1 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement, except as provided below with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC*, et al, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001; and the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law ("Illinois Law")(collectively "Government Actions"). The Parties acknowledge and agree that they have previously executed a Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("First Amendment") and a Second Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions ("Second Amendment"), in which they have waived certain rights they may have under the Intervening/Change in Law provisions of the Agreement with respect to any reciprocal compensation or Total Compensable Local Traffic (as defined in the Second Amendment), POIs or trunking requirements that are subject to the First Amendment and the Second Amendment for the period from September 1, 2000 through December 31, 2004. Notwithstanding anything to the contrary in this Amendment or elsewhere in the Agreement, nothing in this Amendment is intended nor should be construed as modifying or superseding the rates, terms and conditions in the First Amendment and Second Amendment. With the exception of the explicit waivers in the First Amendment and Second Amendment for the time period of September 1, 2000 through December 31, 2004, each Party fully reserves all of its

rights, remedies and arguments with respect to any decisions, orders or proceedings and the Illinois Law. The Parties further acknowledge and agree that SBC INDIANA, SBC OHIO, SBC TEXAS, SBC WISCONSIN, SBC ARKANSAS, SBC MICHIGAN, SBC CALIFORNIA and SBC ILLINOIS have provided on the dates below notice of the invocation of the intercarrier compensation plan adopted by the FCC in its ISP Compensation Order as that order was released on April 27, 2001 ("FCC Plan"), subject to the terms of the First Amendment and the Second Amendment, in (1) Indiana, Ohio, Texas and Wisconsin, effective June 1, 2003; (2) Arkansas and Michigan, effective July 6, 2003; (3) California, effective August 1, 2003; and (3) Illinois effective September 1, 2003 and that in entering into this Amendment, SBC INDIANA, SBC OHIO, SBC TEXAS, SBC WISCONSIN, SBC ARKANSAS, SBC MICHIGAN, SBC CALIFORNIA, SBC ILLINOIS, and the other SBC incumbent telephone operating companies ("ILECs") are reserving their right to seek conforming modifications to the Agreement to formally incorporate the rates, terms and conditions of such FCC Plan into the Agreement in each applicable state and any of the other states in which SBC-13STATE may hereafter invoke the FCC Plan, subject to the terms of the First Amendment and the Second Amendment. The Parties agree that on or before March 31, 2004, they shall commence negotiations regarding the specific FCC Plan rates, terms and conditions effective between the Parties the day immediately after expiration of the Parties' Second Amendment; provided, however, that both Parties reserve all rights with respect to the proper implementation of the FCC Plan. In the event that specific FCC Plan rates, terms and conditions have not been incorporated into this Agreement upon expiration of the Parties' Second Amendment (and provided further that there has been no change in law with respect to the matters addressed in the FCC's ISP Compensation Order including, but not limited to, the FCC Plan by that date of expiration), then the Parties acknowledge and agree that effective the day immediately following expiration in the states identified in this Section and any other states where SBC ILECs invokes the FCC Plan, ISP-Bound Traffic shall be subject to the FCC Plan rates, terms and conditions or whatever other arrangements the Parties may have mutually negotiated and are approved and in effect as of the date of expiration. Although the Parties agree that the FCC Plan will be implemented with respect to ISP-Bound Traffic the day immediately following expiration of the Parties' Second Amendment (subject to any change of law) as described above, each Party reserves any rights it may have as to the proper implementation of the Plan except as such implementation has been agreed to herein. Notwithstanding anything contrary herein, if at any time CLEC is compensated under the rates, terms and conditions of the underlying Appendix Reciprocal Compensation (excluding the First and Second Amendment) in the states identified in this Section or any other states where an SBC ILEC(s) invokes the FCC Plan, ISP-Bound Traffic in those States shall be subject to the FCC Plan rates, terms, and conditions immediately, subject to any changes in law. Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), SBC-13STATE shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. The preceding includes without limitation that SBC Wisconsin shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving SBC -13STATE network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated,

modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

III. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT AS AMENDED SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IV. This Amendment shall be filed with and is subject to approval by each of the states respective Public Utility Commission and shall become effective following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Illinois Bell Telephone Company d/b/a SBC Illinois; Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana; Michigan Bell Telephone Company d/b/a SBC Michigan; Nevada Bell Telephone Company d/b/a SBC Nevada; The Ohio Bell Telephone Company d/b/a SBC Ohio; Pacific Bell Telephone Company d/b/a SBC Pacific, The Southern New England Telephone Company d/b/a SBC SNET; Southwestern Bell Telephone, L.P., d/b/a SBC Oklahoma, SBC Missouri, SBC Kansas, SBC Arkansas and SBC Texas; Wisconsin Bell, Inc. d/b/a SBC Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**Level 3 Communications, LLC**

**Illinois Bell Telephone Company d/b/a SBC Illinois; Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana; Michigan Bell Telephone Company d/b/a SBC Michigan; Nevada Bell Telephone Company d/b/a SBC Nevada; The Ohio Bell Telephone Company d/b/a SBC Ohio; Pacific Bell Telephone Company d/b/a SBC Pacific, The Southern New England Telephone Company d/b/a SBC SNET; Southwestern Bell Telephone, L.P., d/b/a SBC Oklahoma, SBC Missouri, SBC Kansas, SBC Arkansas and SBC Texas; Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC Telecommunications, Inc., its authorized agent**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)Name: \_\_\_\_\_  
(Print or Type)Title: \_\_\_\_\_  
(Print or Type)

Title: For/ President - Industry Markets

Date: \_\_\_\_\_

Date: \_\_\_\_\_

AECN/OCN# \_\_\_\_\_  
(Facility Based – if applicable)